

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

RILLA JEFFERSON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:20-cv-02576

MARK RILEY, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:24-cv-02982

MODIFICATION OF AGREEMENT

Pursuant to Paragraph 14.1 of the Stipulation and Agreement of Settlement (the “Agreement”) between Plaintiffs Rilla Jefferson and Mark Riley (each, a “Plaintiff” and together, “Plaintiffs”) and Defendant General Motors LLC (hereinafter “GM” and with Plaintiffs the “Parties”) executed on February 14, 2025, the Parties hereby modify the Agreement as follows:

Paragraph 2.59 (titled “Warranty Data”) of the Agreement is amended to:

2.59. “Warranty Data” means the spreadsheets produced by GM on December 19, 2024 and March 20, 2025, reflecting financial and other information associated with certain warranty repairs conducted on *Jefferson* Class Vehicles that were purchased or leased

in Tennessee and *Riley* Class Vehicles that were purchased or leased in Ohio.

Paragraph 2.60 (titled “Warranty-Data Settlement Class Member”) of the Agreement is amended to:

2.60. “Warranty-Data Settlement Class Member” means a Settlement Class Member who owned a Class Vehicle (or leased such Class Vehicle, if such Class Vehicle was subject to a lease) with a VIN that the Warranty Data shows: (1) either (a) received a warranty repair in or before April 2019 or (b) received the warranty repair referred to in the Warranty Data as “in-line shifter wire harness jumper installation” (*i.e.*, for purposes of this settlement, a non-silicon-free repair) and (2) did not receive a silicon-free repair (*i.e.*, as stipulated for purposes of this settlement, a repair in or after May 2019 other than the repair referred to as the “in-line shifter wire harness jumper installation”) within 90 days of their earliest non-silicon-free repair. In addition, to be a Warranty-Data Settlement Class Member, such Person must have owned or leased the associated Class Vehicle at the time of the relevant repair(s) reflected in the Warranty Data. For the avoidance of doubt, the Parties agree that there are 5,870 VINs that received a non-silicon-free repair for *Riley* Class Vehicles and 570 VINs that received a non-silicon-free repair for *Jefferson* Class Vehicles reflected in the Warranty Data. A list of the those agreed-upon 6,440 VINs reflected in the Warranty Data is set forth in a separate Amended Appendix A that was prepared and agreed to by the Parties. In addition, the Parties agree that of those 6,440 VINs reflected in Amended Appendix A, 5,213 VINs, set forth in a separate Appendix B that was prepared and agreed to by the Parties, did not receive a silicon-free repair within 90 days of their earliest non-silicon-free repair.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized attorneys below.

DATED this 5th day of May, 2025.

By: 

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